

**STATE OF LOUISIANA**

**LOUISIANA FUR ADVISORY COUNCIL  
AND  
LOUISIANA ALLIGATOR ADVISORY COUNCIL**

**REQUEST FOR PROPOSALS**

**FOR**

**ASSISTANCE WITH FEDERAL POLICIES,  
LEGISLATION, STATUTES, TREATIES,  
REGULATIONS AND OTHER ACTIVITIES THAT  
IMPACT THE MANAGEMENT AND UTILIZATION  
OF CERTAIN SPECIES OF LOUISIANA'S  
WILDLIFE RESOURCES**

**MARCH 10, 2011**

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## 1.0 INTRODUCTION

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### 1.1 Overview

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The Louisiana Fur Advisory Council (FAC) and the Louisiana Alligator Advisory Council (AAC) are soliciting proposals to provide for consulting services related to federal policies and legislation for a three year period.

### 1.2 Background

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In Louisiana, the furbearer species and the American alligator are managed as commercial, renewable natural resources. Since the inception of the alligator program in 1972, over 825,000 wild alligators have been harvested, over 6.7 million alligator eggs have been collected, and over 3.8 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$750,000,000, providing significant, direct economic benefit to Louisiana.

Louisiana produces 11 different species of furbearers. The average annual production of nutria during the past 10 years has been, 27,128 and raccoon 12,803. The average number of nutria taken over the past 7 years through the Coastwide Nutria Control Program (CNCP) has been 300,000. These two species alone provided nearly 86% of the value of an industry worth over \$1.7 million annually to Louisiana trappers, including Coastwide Nutria Control Program (CNCP) incentive payment \$5.00 per tail to participating trapper. The annual fur harvest of all species has historically been valued as high as \$25 million to the state's trappers.

The overall objective of this project is to seek funding for farm and wild alligator disease research and to provide critical information and expert advice to the FAC and the AAC relative to federal regulations and proposed legislation that may affect Louisiana's alligator and fur management programs and industries. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications with congressmen and their staff and providing recommendations in order to ensure sound state and national regulations relative to habitat management and sustainable use programs as well as to ensure continued federal funding for projects related to disease research and education.

### 1.3 Definitions

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- A. Shall- the term "shall" denotes mandatory requirements per R.S. 39:1556(21).
- B. Must, Will- the terms "must" and "will" denote mandatory requirements.
- C. May, Can- the terms "may" and "can" denote an advisory or permissible action.
- D. Should- the term "should" denotes desirable.
- E. Contractor- any person having a contract with a governmental body.

- F. State- the State of Louisiana
- G. Discussions- for the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals to this RFP.
- H. AAC- Alligator Advisory Council
- I. FAC- Fur Advisory Council
- J. CNCP- Coastwide Nutria Control Program
- K. FTC- Federal Trade Commission
- L. USFWS- U.S. Fish and Wildlife Service
- M. USDA- United States Department of Agriculture
- N. APHIS- Animal and Plant Health Inspection Service
- O. State-Fur Advisory Council within the Department of Wildlife and Fisheries
- P. Councils – FAC & AAC

## **2.0 CONTRACT ADMINISTRATION**

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### **2.1 Proposer Communications**

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Upon release of this Request for Proposal (RFP), all Proposer communications concerning this acquisition must be directed as indicated below. Unauthorized contact regarding this RFP with other state employees may result in disqualification. Any oral communications will be considered unofficial and not binding. Proposers shall rely only on written statements issued by the below contact. All queries must be in writing and submitted to the contact person by the date specified in the Calendar of Events (see Section 2.3).

Susan Newsom – RFP Coordinator  
2000 Quail Drive, Room 255  
Baton Rouge, LA 70808  
[snewsom@wlf.louisiana.gov](mailto:snewsom@wlf.louisiana.gov)  
225-763-3970

### **2.2 Project Organization and Management**

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A Project Manager shall be appointed for the contract resulting from this RFP, who will provide oversight of the activities. Notwithstanding the contractor responsibility for total management during the performance of this contract, the assigned Project Manager shall be the principal point of contact on behalf of the , Councils and will be the principal point of contact for the selected contractor concerning performance under this contract. All contractor activities under all parts of the contract will be accomplished in consultation with, and under the direction and approval of the Project Manager.

Progress reports for the project, signed by the contractor's Project Manager, will be made quarterly, with more frequent reports as necessary to maintain scheduled results.

Term of Contract—The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2011 and to continue through June 30, 2014.

### 2.3 Calendar of Events

Event	Date
Issue RFP	03/10/2011
Deadline to receive inquiries	04/01/2011
Issue responses to proposal questions/inquiries	04/08/2011
RFP Proposals due (CANNOT BE FAXED OR E-MAILED)	04/27/2011
Initial RFP evaluations	05/05/2011
Final Scoring	05/05/2011
Announce successful Proposer/Begin contract negotiations	05/25/2011

## 3.0 ADMINISTRATIVE REQUIREMENTS

### 3.1 Mandatory Requirement Defined

A mandatory requirement is an essential need that must be met by the proposer. Any proposer not fulfilling all Mandatory Requirements will be eliminated from the evaluation process. A (MR) located next to the section heading identifies mandatory requirements.

Failure to meet a mandatory requirement shall be established by any of the following conditions:

- The Proposer states that a mandatory requirement cannot be met.
- The Proposer fails to include information necessary to substantiate that a given mandatory requirement has been met. *A response of "will comply" is not sufficient.*
- A representation does not indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The Proposer fails to include information requested by a mandatory requirement. *A response of "will comply" is not sufficient.*
- The Proposer presents the information requested by this RFP in a manner inconsistent with the instructions stated by mandatory requirements of this RFP.
- The Proposer fails to include the customer references required. *A response of "will comply" is not sufficient.*

### 3.2 Proposer Qualifications and Requirements (MR)

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#### **Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### **Qualifications**

1. Contractor must have been in the business of educating congressional staff regarding wildlife issues for a minimum of five (5) years and have experience with wildlife legislation.
2. Contractor must have experience requesting funding through the federal budget process.
3. Contractor shall specify their direct experience related to congressional education.

#### **Requirements**

##### 3.2.1 Job Requirements

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1. Identify pertinent federal regulations and proposed legislation that may have an effect on Louisiana's alligator and fur management programs
2. Report via email or phone to FAC and AAC regarding all relevant issues regarding federal regulations and proposed legislation that are relevant to Louisiana's alligator and fur programs and industries
3. Work closely with the Louisiana Congressional Delegation in Washington D.C. to keep them informed of fur and alligator industry needs within Louisiana and to seek funding sources for a captive alligator research facility and alligator disease research activities

4. Work with such groups as the Federal Trade Commission (FTC), USDA/APHIS, and the USFW Service to address issues related to import/export, labeling, false advertising, disease and education.

### 3.3 RFP Amendments

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The Councils reserve the right to change calendar of events or issue amendments to the RFP. The Councils reserve the right to cancel or reissue the RFP. Addenda, if any, will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP.

### 3.4 Proposal Certification (MR)

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The Proposer must certify in writing that all proposed terms, including prices, will remain in effect for a minimum of 120 days after the Proposal Due Date, and that all proposed capabilities can be demonstrated by the Proposer. This certification will be accomplished as part of the Proposer's Transmittal Letter as described in Section 4.2.

### 3.5 Proposal Response Date and Location (MR)

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The Proposer's proposal, in its entirety, must be received by the RFP Coordinator at the address specified in Section 2.1 not later than 4:00 P.M. local time in Baton Rouge, LA on the date specified in the Calendar of Events (Section 2.3). Proposals will be logged when they are received. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the state and will not be returned.

Proposers assume the risk of the method of dispatch chosen. The state assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any Proposer. Facsimile transmission or other telecommunication or electronic means shall not be used to deliver proposals.

### 3.6 Multiple Proposals (MR)

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Multiple proposals will not be allowed. Each qualified contractor may submit one proposal.

### 3.7 Proposal Presentation and Format Requirements

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#### 3.7.1 General Requirements

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Proposals are to be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spread sheets and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals,



brochures, handouts and other references should be bound separately. All responses, as well as any reference material presented must be in English.

### 3.7.2 RFP Requirements (MR)

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Proposers must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

### 3.7.3 Figures and Tables

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Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal section number and page number.

### 3.7.4 Material in the RFP

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Proposals shall be based only on the specifications contained in this RFP. The RFP includes all official responses to written questions, information, amendments, addenda and other material published by the pursuant to the RFP.

### 3.7.5 Cost Information

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All Cost information is to be provided in Section 2 of the proposal (See Section 4.1)

## 3.8 Waiver of Minor Administrative Irregularities

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The Councils reserve the right, at their sole discretion, to waive minor administrative irregularities contained in any proposal.

## 3.9 Proposal Rejection

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The Councils reserve the right to reject all proposals at any time without penalty.

## 3.10 Withdrawal of Proposals

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Proposers may withdraw a proposal, which has been submitted, at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the proposal closing date and time.

## 3.11 Non-endorsement

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As a result of the selection of a Proposer, the state is neither endorsing nor suggesting that the Proposer's product is the best or only solution. The Proposer agrees to make no reference to the state in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the state.

### 3.12 Proprietary Proposal Material (MR)

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Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's proposal, the state will comply according to the state of Louisiana laws and regulations. The state will not accept responses where pricing is marked proprietary.

### 3.13 Response Property of LDWF

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All materials submitted in response to this request become the property of the state. Selection or rejection of a response does not affect this right.

### 3.14 Cost of Preparing Proposals

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The state is not liable for any costs incurred by the Proposers in the preparation and presentation of proposals submitted in response to this RFP.

### 3.15 Number of Proposal Copies Required (MR)

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Proposers are to submit six (6) copies and one (1) original of their proposal to the contact person (2.1)

### 3.16 Errors in Proposal

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The state will not be liable for errors in proposals. The state reserves the right to make corrections or amendments due to errors identified in proposals by the state or the Proposer. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposals. All changes must be coordinated in writing with, authorized by, and made by the state. Proposers are liable for all errors or omissions contained in their proposals.

### 3.17 Conflict of Interest

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Proposer shall refer to and comply with the Louisiana Code of Governmental Ethics, La. Revised Statutes, Title 42, Chapter 15.

### 3.18 Subcontracting Information

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The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

### 3.19 Right to Prohibit Award

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In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

## 4.0 INSTRUCTIONS FOR PROPOSAL PREPARATION

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### 4.1 Proposal Submission Requirements (MR)

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The format and content of the proposal is specified in this section.

Proposals must be submitted in two (2) parts within the RFP response: Section 1 – Technical Proposal; Section 2 – Cost Proposal. The outside cover of the package containing the proposal shall be marked:

#### **PROPOSAL CONTENT**

#### ***ASSISTANCE WITH FEDERAL POLICIES, LEGISLATION, STATUTES, TREATIES, REGULATIONS AND OTHER ACTIVITIES THAT IMPACT THE MANAGEMENT AND UTILIZATION OF LOUISIANA'S WILDLIFE RESOURCES CERTAIN SPECIES***

*Name of Proposer*

*Date*

Proposers are to provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Elaborate proposals are neither required nor desired. The state may award a contract based on initial proposals received without discussion of any offers.

### 4.2 Transmittal Letter (MR)

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The transmittal letter shall be on the Proposer's official business letterhead. Refer to ATTACHMENT III (Transmittal Letter Checklist) for a complete listing of the information required with the RFP. The letter shall be signed by the person with the authority to bind the firm, answer questions and provide clarification concerning its proposal.

### 4.3 Proposal Contents (MR)

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The required contents for the technical section of the submitted proposals are described in ATTACHMENT II.

### 4.4 Cost Proposal (MR)

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The Proposer must provide a maximum price for this RFP. Any qualifications to cost should be taken into account in arriving at the maximum price.

### 4.5 Contract Award and Execution

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The state reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer shall specifically stipulate in the Transmittal Letter that the proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposals. It is understood that the proposal will become a part of the official file on this matter without obligation to the state.

The general conditions and specifications of the RFP and the successful Proposer's response will become part of the contract.

The successful Proposer will be expected to enter into a contract with the state, which is substantially the same as the sample contract included with this RFP as ATTACHMENT V. Negotiations may begin with the announcement of the successful Proposer. In no event is a Proposer to submit his own standard contract terms and conditions as a response to this RFP.

**Note: The following contract terms are not negotiable.**

**Section/Paragraph/Title**

TAXES  
TERMINATION FOR CAUSE  
TERMINATION FOR CONVENIENCE  
NON-ASSIGNABILITY  
AUDITORS  
REMEDIES FOR DEFAULT  
AMENDMENTS IN WRITING  
NON-DISCRIMINATION  
COMPLETE CONTRACT

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery of it, the state may elect to cancel the award and award the contract to the next highest ranked Proposer.

## 5.0 EVALUATION PROCEDURES

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### 5.1 Basis for Evaluation

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The Technical sections of the proposals will be evaluated on the basis of the submitted proposals, presentations and references.

## 5.2 Evaluation Team

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An evaluation team composed of state staff will perform the evaluation procedures.

### 5.2.1 Cost Evaluation

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The evaluation team will evaluate all proposal services and other costs, according to the cost evaluation criteria in ATTACHMENT IV. The same criteria will be applied to all proposals.

## 5.3 Evaluation Process

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### 5.3.1 Administrative Screening

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The state will determine compliance with administrative requirements as specified in the RFP and will review all proposals. Only proposals meeting all of the administrative requirements will be further evaluated.

### 5.3.2 Mandatory Screening

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Proposals meeting all of the administrative requirements will be reviewed on a pass-fail basis by the Evaluation Team to determine if they meet the mandatory response requirements as specified in Section 3.0 of this RFP. Proposals that are found not to be in compliance will be rejected from further consideration. If all responding Proposers fail to meet any single mandatory item, the state reserves the option to cancel the procurement. Proposals meeting the mandatory requirements will progress to the next step of the evaluation.

### 5.3.3 Qualitative Review and Scoring

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Proposals will be evaluated and scored based on responses to requirements in the RFP. The evaluators will consider how well the Proposer's solution meets the needs of the state, as described in the Proposer's response to each requirement. It is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal. Evaluations will be based solely on information provided in the responses, oral presentations and from references.

### 5.3.4 Evaluation and Grading RFP Proposals

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The submitted Proposals will be evaluated according to the structure designated in the CRITERIA FOR RFP PROPOSAL EVALUATION, ATTACHMENT IV.

Scores for each RFP proposal will be assigned independently by evaluators based upon the effectiveness and thoroughness of the submitted proposal and pre-award presentations.

### 5.3.5 Selection of Successful Proposer

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The evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to that Proposer with the best combination of attributes based upon the evaluation criteria. When a successful Proposer is identified, contract negotiations will begin. If, for any reason, a contract is not awarded to the first successful Proposer, then the next highest ranking finalist Proposer may be considered for the contract negotiations. All Proposers will be mailed notification of the name of the successful Proposer.

### 5.3.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.



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*ATTACHMENT I: STATEMENT OF WORK*

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## **1.0 PROJECT OBJECTIVES AND SCOPE**

### **1.1 Project Objective**

The purpose of this Contract is to provide assistance to FAC and AAC in successfully dealing with federal policies, legislation, statutes, treaties, regulations and other activities that impact the management and utilization of Louisiana's wildlife resources. Emphasis is placed on those Federal policies, legislation, statutes, treaties, regulations and other activities that affect the management and utilization of fur and alligator resources in Louisiana.

### **1.2 Project Scope**

The FAC and AAC require the following for this project:

**To include:**

1. The Contractor will work in coordination with FAC/AAC to identify and secure sources of funding for the implementation of an alligator research program including facility construction, evaluation of alligator diseases, survival, methods for disease prevention, cures associated with Louisiana's farmed and wild alligator resources, and fur and alligator management education. Contractor will continue to seek federal appropriations as well as federal and private research and education grants.
2. The Contractor will develop and implement, in coordination with FAC/AAC, a comprehensive and sustained education and outreach program for local congressional staff and Federal policy makers and administrators concerning the State's wildlife resources including issues associated with the management and utilization of fur and alligator resources and the central role of fur and alligator management in successful wetlands conservation and restoration efforts in Louisiana.
3. The Contractor, working with and at the specific request of FAC/AAC, will develop and assist with the implementation of strategies to address existing legislation and respond to proposed Federal policies, legislation, regulations and other activities that may have either an adverse or positive impact on the State's ability to manage and utilize its wildlife resources.
4. The Contractor will maintain frequent communication and consultation with FAC/AAC as necessary and appropriate to effectively and efficiently conduct and coordinate the work described above, and will submit to FAC/AAC quarterly progress reports (to accompany requests for payment) that include a project status report and summary of all meetings, contacts and other information relevant to the Contractor's activities and efforts to achieve project objectives.



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## *ATTACHEMENT II: CONTENT FOR RFP PROPOSAL*

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### **A. Executive Summary**

The executive summary shall condense and highlight the contents of the proposal in such a way as to provide the state with a broad understanding of the entire proposal.

### **B. Background and Experience**

The purpose of this section is to assure that the Proposer has the capacity and experience necessary to provide the services required by the state . (Responses to this section shall not exceed seven (7) pages)

1. **Background** – the details of the background of the individual or corporation, its size and resources shall cover:

- Complete company name
- Federal identification or social security number
- Date established
- Corporate World Wide Web address
- Ownership (public company, partnership, subsidiary, etc.)
- State in which the company is incorporated
- Narrative description of the company's organization, organization-chart, and indicate company officers where applicable
- Principal type of business
- Primary services or products offered by the corporation
- Total number of years in business
- Number of years in providing congressional education services
- Description of similar state agency projects completed

2. **Experience** – The Proposer shall discuss in detail their experience in working on projects similar in size and scope to this proposed contract. The experience must include projects within the last three years. The details of experience relevant to the proposed contract shall include experience in working with government entities in similar educational efforts.

The Proposer shall also list any related major projects currently being performed, including all current contracts with the State of Louisiana. Proposer shall supply a list of at least three (3) references attesting to his prior work experience to perform the work described herewith.

**Value of Background and Experience to this Project** – Based on the information provided above, Proposer will summarize the unique value that their participation would add to this project.

### **C. Project Management and Work Plan**

The Proposer must describe the project management approach and tools to be used and submit a proposed project work plan.

1. **Proposed Work Plan** – The work plan must reflect the approach and methodology described in the Scope of Work. It should identify all major tasks, the expected deliverables, targeted milestones as well as the Proposer’s availability and responsiveness to the state’s immediate timetable. The work plan should also reflect the Proposers strategy for involvement by the state and Proposer’s staff in performance of the project.
2. **Value of Work Plan to this Project** – Based on the information provided above, Proposer will summarize the unique value that the proposed project management and work plan would add to the project with regard to assuring quality project deliverables.

### ATTACHMENT III CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date\_\_\_\_\_ Official Contact Name:\_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov) .)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State:\_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

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*ATTACHMENT IV: CRITERIA FOR RFP PROPOSAL EVALUATION*

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<u>Criteria</u>	(A) <u>Maximum Score</u>
1) Approach and Methodology	50
<ul style="list-style-type: none"><li>• Understanding of the nature of the project</li><li>• Approach to accomplish the project</li><li>• Project Planning and Implementation Methodology</li><li>• References</li></ul>	
2) Corporate Experience	25
<ul style="list-style-type: none"><li>• Applicable corporate experience</li><li>• Staff Qualifications</li></ul>	
3) Cost Proposal	<u>25</u>
	Total Score
100*	

*\*A maximum score is shown for each criterion. The proposal evaluators will assign a score between zero and the maximum score, which may include up to an additional ten (10) points for oral presentations, if required.*

The cost formula is:

*Score for each cost proposal will be determined by dividing the lowest proposed total cost by the cost of the proposal and multiplying by 25.*

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*ATTACHMENT V: SAMPLE CONTRACT*

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**CONTRACT**

**“Provide Assistance to aid the Fur Advisory Council and the Alligator Advisory Council with Federal Policies, Legislation, Statutes, Treaties, Regulations and Other Activities that Impact the Management and Utilization of Louisiana’s Wildlife Resources”**

Be it known, that on this 1<sup>st</sup> day of July 2011, the Fur Advisory Council (FAC) and Alligator Advisory Council (AAC), Baton Rouge, Louisiana 70898-9000 (hereinafter sometimes referred to as “the Councils” or “State”) and \_\_\_\_\_ (hereinafter sometimes referred to as “Contractor”) do hereby enter into Contract under the following terms and conditions.

**Purpose**

The purpose of this Contract is to provide assistance to the Fur Advisory Council (FAC) and Alligator Advisory Council (AAC) regarding Federal policies, legislation, statutes, treaties, regulations and other activities that impact the management and utilization of Louisiana’s wildlife resources, more specifically those affecting activities such as the management and utilization of fur and alligator resources in Louisiana.

**Scope of Services**

Contractor hereby agrees to furnish the following services:

1. The Contractor will work in coordination with FAC/AAC to identify and secure sources of funding for the implementation of an alligator research program including facility construction, evaluation of alligator diseases, survival, methods for disease prevention, cures associated with Louisiana’s farmed and wild alligator resources, and fur and alligator management education. Contractor will continue to seek federal appropriations as well as federal and private research and education grants.
2. The Contractor will develop and implement, in coordination with FAC/AAC, a comprehensive and sustained education and outreach program for local congressional staff and Federal policy makers and administrators concerning the State’s wildlife resources including issues associated with the management and utilization of fur and alligator resources and the central role of fur and alligator management in successful wetlands conservation and restoration efforts in Louisiana.
3. The Contractor, working with and at the specific request of FAC/AAC, will develop and assist with the implementation of strategies to address existing legislation and respond to proposed Federal policies, legislation, regulations and other activities that may have either an adverse or positive impact on the State’s ability to manage and utilize its wildlife resources.

4. The Contractor will maintain frequent communication and consultation with FAC/AAC as necessary and appropriate to effectively and efficiently conduct and coordinate the work described above, and will submit to FAC/AAC quarterly progress reports (to accompany requests for payment) that include a project status report and summary of all meetings, contacts and other information relevant to the Contractor's activities and efforts to achieve project objectives.

### **Monitoring Plan:**

Program Manager will be responsible for monitoring the performance of the Contractor. Contact with the Contractor via telephone, fax or e-mail will occur at least once every two weeks or more frequently if necessary during the Contract period. Additionally, a representative of the FAC/AAC will be present with the Contractor at various meetings with government officials when necessary. Program Manager will evaluate the written reports to insure that all services provided are completed in a satisfactory manner.

### **Measures of Performance:**

1. Assessment of contacts (phone calls, emails, etc.) with Contractor to discuss existing or potential legislation, laws, or regulations and their impact on wildlife resources management and/or related industry.
2. Approval of progress reports submitted detailing activity of Contractor.
3. Timely submission of progress reports along with review of Contractor activities.

### **Payment Terms**

In consideration of the services described above, state hereby agrees to pay the Contractor a fixed fee of \$ \_\_\_\_\_. Payment will be made only on approval of Program Manager.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows: \_\_\_\_\_.

Request for payment must be accompanied by a progress report indicating the outcome of meetings attended outcome, and significance to the fur or alligator industry. All progress reports and final report shall be submitted electronically. Final annual written reports are due June 15, 2012, June 15, 2013 and June 15, 2014, prior to final payment.

The funding for this Contract will be split equally, 50%, between Louisiana Alligator Resource Funds and Rockefeller Trust Funds.

### **Amendments**

This contract upon execution by both parties hereto can be amended only by a written instrument signed by both parties. No amendment will be valid until it has been executed by all parties and approved by the Director of OCR, Division of Administration.

## **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

## **Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

## **Nonassignability**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation,

without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state auditors shall have the option of auditing all accounts of Contractor which relate to this Contract.

### **Term of Contract**

This contract shall begin on July 1, 2011 and shall terminate on June 15, 2014.

### **Notification of Personal Information Breach**

Contractor agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the date element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this contract when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **Validity**



This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

It is the responsibility of the Contractor to advise the state in advance if Contract funds or Contract terms may be insufficient to complete the Contract objectives.

### **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

### **ORDER OF PRECEDENCE**

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURES

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